

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **August 3, 2006**

RFP Title: **Collection Enforcement / Collection Services**

Requesting Dept./ Div.: **King County Department Executive Services – Finance & Business Operations Division - Financial Management Section**

RFP Number: **129-06RLD**

Due Date: **August 31, 2006 – no later than 2:00 P.M.**

Buyer: **Roy L. Dodman, roy.dodman@metrokc.gov , (206) 263-4267**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Monday, August 14, 2006**, in the Board Room Conference Room on the 3rd Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Proposer SEDB Certification number (if applicable - see Section III, Part G of this RFP)		

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Collection Enforcement / Collection Services* for the *King County Department of Executive Services – Finance & Business Operations Division – Financial Management Section*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *six (6) copies* of the proposal response, data or attachments offered, for *seven (7) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Monday, August 14, 2006, in the Board Room Conference Room on the 3rd Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

<http://metrokc.gov/procurement/contact/findus.aspx>.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Monday, August 21, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / *Secondary* – Cathy Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP *as issued* by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

or Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for six (6) additional one-year periods for a total contract duration of seven (7) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Executive Services, and

approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action

within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

The purpose of this RFP is to solicit proposals from professional collection service agencies, hereinafter referred to as "Contractor," to provide Collection Enforcement services under contract with King County, hereinafter referred to as "County," to facilitate payments on delinquent accounts owed to the County.

A. Collection Efforts

The County is customer service oriented and respects all its citizens. The County firmly believes in a positive approach in dealing with debtors. The Contractor shall not use tactics which may be interpreted as harassment or as demeaning or which may reflect poorly on the County's efforts. The County will review and disallow any collection enforcement procedures not consistent with the County's desires. However, this shall not be construed as the County making a judgment on the legality of methods employed by the Contractor. The County requires the collection Contractor to exercise high ethical standards in their collection philosophy and techniques. The Contractor shall conduct its collection business in a professional manner, which will preserve the dignity of the County and its relationship with its citizens. King County requires the Contractor to maintain a local office within the State of Washington and local primary contact within the jurisdiction of the County. The Contractor shall assign a specific point of contact for communications between King County and the Contractor.

The collection Contractor shall exercise its best, prudent and lawful efforts to secure collections on all accounts referred by the County. All collection activities shall be in compliance with all Federal and Washington State laws including those set forth in Legal Requirements of this section below, and any applicable laws the County may enact. The Contractor shall not initiate any legal action against debtors without the prior written consent of the King County Prosecuting Attorney's Office.

B. Description of Accounts

The following provides a description of the type of accounts presently being referred for collection services.

This is not a complete and exhaustive list and the County may refer other accounts deemed necessary for collection services.

The Automated Invoicing & Receivable Systems (AIRS) and the Integrated Business Information System (IBIS) are administered by the Department of Executive Services (DES), the Financial and Business Operations Division (FBOD), and the Financial Management Section (FMS). FMS provides centralized accounts receivable billings and subsidiary accounting for a majority of County agencies' non-tax receivables. This service is geared toward high volume and routinely billed accounts. Some accounts, however, are also decentralized and administered by County agencies.

On AIRS, IBIS and manually input accounts, if payment is not received on an invoice by the due date (normally within 30 days of the invoice date), delinquency notices are produced by AIRS/IBIS or processed manually.

The following provides a brief description of major accounts processed through AIRS and IBIS and the extent of County action beyond the delinquency notices produced by both systems. Manual accounts are also included.

Adult Detention/Work Release – Inmates are required to pay some of the costs of their participation in the work release program (room & board).

Dept. of Development and Environmental Services (DDES) – Fees are charged or assessed for services, violations of codes, costs for abatements, Fire Marshall permits and hazardous materials storage. Upon request, any or all of the fees assigned from DDES to the contractor can be waived, cancelled, or adjusted (principal balance adjustment) by DDES management.

Facilities – Charges for daily basis parking in the County parking lot.

Judicial Admin. – Fees charged for copying, non-compliance, faulty documents, attorney sanctions, and NSF checks

Airport – Landing fees due and building rent

Licensing and Regulatory Services – NSF checks

Transit Flex Pass and Consignment Pass – Past due accounts

Transit Van Pool – Past due accounts

Transit – NSF checks for prepaid bus passes

Parks Department – Past due rent fees

Public Safety – False alarm billings are based upon citations issued by the King County police.

Water Quality – Past due water bills and NSF Checks.

Real Property – Real Property manages properties for several County agencies. They are involved in writing the rental agreements and dealing with the tenants. AIRS bills the tenants for rent due and distributes the payments between rent and leasehold excise tax. Also, a few accounts are processed through AIRS for property sold involving periodic installment payments. Real Property enforces the terms of the respective lease, rental or sales agreements when payments become delinquent.

Superior Court – Family Court – Fees for adoptions, third party interventions, dissolution's and reconciliation's, marriage waiver and paternity.

Superior Court – Youth Diversion - Restitution payments

Superior Court – Juvenile Probation – Fee assessment and restitution payments

Solid Waste – By dollar volume, Solid Waste is the largest account group processed through AIRS. These billings are for customers who use the Solid Waste facilities for solid waste disposal. Customers who use the facilities and do not have the funds to pay the fee are set up with a temporary charge account through AIRS. Customers are assessed a penalty on past due accounts by Solid Waste. In addition, all large Contractor based charge customers must post an irrevocable payment bond to set up a monthly account. Monthly accounts and NSF checks received at sub-stations.

Public Works (other divisions) – Utility inspections, road service, misc. services and risk management for damages.

Records – Recording of all legal documents and charges for same. Past due fees.

Risk Management – Miscellaneous accounts for damages to County property by uninsured individuals.

Public Defense – If an individual has some resources but they are not sufficient to pay a private attorney, the individual must sign a promissory note to repay Public Defense for all or part of the cost of providing legal counsel. These accounts are processed through AIRS.

Public Health – Charges for services and/or supplies; NSF checks

Non-Sufficient Funds (NSF) Checks: All the NSF checks that the County receives will be forwarded for collection. A \$25.00 NSF charge is added to the principal amount in accordance with County ordinance.

Superior Court – Legal Financial Obligations

RCW 16.18.190 provides that Superior Court Clerks may contract with collection agencies under chapter 19.16 RCW for the collection of unpaid court ordered legal financial obligations in conjunction with:

Felony convictions
Misdemeanor convictions
Title 12 RCW obligations

Collections may be initiated with regard to criminal offenders who are no longer under the supervision of the Department of Corrections. The terminology Legal Financial Obligation (LFO) generally means a sum of money that is ordered by Superior Court of the State of Washington for victim restitution, crime victim's

compensation fees, costs of defense, fines and any other financial obligation that is assessed as a result of a felony conviction. All legal financial obligations may be enforced at any time during a ten-year period following the offenders' release from total confinement or within ten-year entry of the judgment and sentence, whichever period is longer.

C. Records

The Contractor shall maintain a complete, separate and detailed record of each account (using the County's account or citation number), including all collection actions taken for related transactions, and communications, for a period of no less than six years after termination of collection action on each account. Inspections by the County, or its authorized representative, of these records during reasonable business hours shall be granted by the Contractor up to six years after the termination of the contract for services.

The Contractor shall employ a Certified Public Accounting firm to perform an annual financial audit of the Contractor. A copy of the audit report and any information, e.g., the management letter or auditor comments, relevant to the Contractor's fiscal/management practices affecting or having the potential to affect the performance of services described in this RFP and resulting contract, shall be forwarded to the King County Department of Executive Services/Finance & Business Operations Division, Collection Enforcement Office, on an annual basis for each year or part thereof covered by the contract for services no later than the following June (or within six months of the Contractor's fiscal year end).

D. Performance Indicators (PI)

The Contractor shall forward to the County performance indicators that reflect all collection activity and statistics that support a recovery rate percentage to be agreed upon. Performance indicators shall be presented by account type. The Performance Indicators shall also include a comparison of account activity and recovery rates for similar governmental clients.

E. Confidentiality

The Contractor shall maintain confidentiality of all documents and information provided to the Contractor by the County pursuant to this agreement, except as to disclosure required by State and Federal laws and regulations.

F. Nature of Referral

The Contractor shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the County.

The County will make every effort to provide all pertinent information to the Contractor through the account referral data.

The County shall provide copies of documentation as required by the Contractor to respond to debtors' requests. The Contractor acknowledges the staff support difficulties of the County and agrees to facilitate a procedure, which accommodates the County's schedule.

For other County accounts, which are centrally administered by the Financial Management Section, the 30-day pre-referral notice language is included in the last delinquency notice issued and mailed through the County's Accounts Receivable system.

The County may, at its sole option, send the 30-day pre-referral notice on selected delinquent accounts.

For other County accounts, which are centrally administered by the Financial Management Section, the County provides referrals either manually and/or by Electronic Data Transfer.

G. Account Referral, Cancellation, Withdrawal, Suspension, & Adjustment

1. Account Referral:

The County will transfer updated information on a monthly basis via written documentation or electronic transfer. The County will not refer delinquent accounts until they have exceeded the \$10.00 minimum.

The amount listed for collection will reflect the past due balance and applicable interest penalties. Each account shall have demographic information, including but not limited to name, address, residence and business phone, DOB and Client Reference Number.

The Contractor shall generate a Notice-of Default for each new case listed, with language notifying the debtor that on-going monthly delinquencies shall continue to be transferred from the County to the Contractor. New monthly delinquencies will transfer to the Contractor and be matched to the existing case on a monthly basis. No other debtor notice shall be necessary for monthly balance updates.

Payment arrangements will be for the past due balance in full or a minimum payment of \$75.00. The Contractor may not set payment arrangements at less than the minimum established by the County. Failure to keep payment arrangements may result in garnishment or wage assignment, if assets are located, once the entire balance of the delinquent account has been referred.

2. Uncollected, Cancelled, or Withdrawn Accounts:

The Contractor shall return accounts as uncollectible either at the request of the County or when collection authority expires.

All accounts that have no activity shall be returned to the County within twelve (12) months after being assigned to the contractor. With the consent of the County's referring department, an account may remain with the contractor after twelve (12) months. An account for which a repayment schedule has been established and payments are being received regularly shall remain with the contractor until the account is paid in full or until a default in the payment schedule occurs. The collection period may be extended if legal action has been commenced or for other reasons mutually agreed upon in writing by the contractor and the County .

Once accounts are cancelled and returned to the County, the contractor is not entitled to any money. The Contractor may collect on the account if given specific permission from the County.

In the event an account is deemed uncollectible by the contractor within sixty days of the assignment, it shall be returned to the agency together with an explanation of why it is uncollectible.

Any or all of the accounts assigned to the contractor may be withdrawn / cancelled by the County at any time, upon written, email, or telephonic notification. However, for accounts withdrawn that have been with the contractor less than six (6) months, any payment received by either the contractor or the County for such accounts, within thirty (30) days after the date of notification of withdrawal, shall be subject to the collection fee.

3. Suspension:

The Contractor will remove and or suspend any collection action within one (1) business day of receipt in writing from the County. Acceptable forms of communication include, but are not limited to letters, facsimile documents, and email contact. Accounts suspended over one (1) month will be returned to the County. Accounts in legal processing are not to be removed from collections unless a detailed explanation by the Contractor are submitted to the County for approval (for audit purposes).

The Contractor may remove or suspend an account with approval by the County with sufficient documentation provided to support a request for write off.

4. Adjustments:

Upon request by the County, account balances (principal portion only) assigned by the County can be adjusted.

H. Payments and Offsets

1. Collection Fee and Interest assessed:

A collection fee will be assessed to each account referred (at a rate proposed by the bidding contractor), and will include an additional 1% interest rate accrued monthly (or agreed upon amount bid by Contractor) and a 10% collection fee in behalf of the County.

Interest on accounts for penalties, fines, bail forfeitures, fees and costs shall accrue at the rate of twelve percent per annum upon assignment to collections from the County and only while in active collection status. All interest collected will be paid by the Contractor to the County.

Example:

Accounts Paid In Full

Amount owed to the County	\$100
Contractor fee (assume 20%).....	<u>\$20</u>
Total amount collected	\$120

Contractor remits to the County	\$100
Contractor retains	\$20

Partial Payments

Amount owed to the County	\$100
Contractor fee (assume 20%).....	<u>\$20</u>
Total amount due.....	\$120

Partial payment collected.....	\$90
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Contractor remits to the County (100/120 X 90)	\$75
Contractor retains (20/120 X 90)	\$15

Any payment received directly by the County within ten (10) days after referral to contractor will not be subject to the collection fee. Those accounts assigned to out of state collection shall not receive a fee from the sale of real or personal property in the state unless the contractor can clearly prove to the County that the sale of such was a direct result of the contractors actions.

In cases where accounts assigned to contractor are based upon estimated amounts or subject to an offset and the County adjusts those accounts to a lesser amount, the fee will be based upon the lesser amount. Further, if an account is reduced to "0" or cancelled by the adjustment, no fee will be due to contractor.

The County reserves the right on behalf of its agencies to off set refunds or other credits due the debtor against any account assigned to the contractor, reducing the account balance. In the event an account is reduced or canceled by such credits, no collection fee will be due the contractor for the amount so reduced or canceled.

All other payments received directly by the County for accounts assigned to the contractor shall be subject to the collection fee and the County shall notify the contractor within thirty (30) days of receipt of such payment to be credited to the assigned account

The Contractor will hold payments received in the form of personal or business checks within the State of Washington for **14 business days** as guarantee of sufficient funds prior to crediting King County (**21 business days for out of state checks**). Credit card payments may take up to 48 hours to process.

Every week the Contractor provides the County with a statement of all payments received the prior week.

2. NSF Check Collection:

Contractor is authorized to assess the legal handling fee authorized by RCW 62A.3-515-520. If a debt is collected after fifteen (15) days from notice of dishonor, in addition to the agreed upon reasonable handling fee, the Contractor is authorized to add the cost of the collection, which will not exceed forty dollars or the face amount of the check, whichever is less.

A reasonable handling fee will be determined by the contract administrator and will only be changed at time of contract extension at the contract administrator's option. Handling fee will be a conservative reflection of the typical handling fee in the marketplace. The handling fee will not exceed \$30.00.

For all legal actions, damages will be awarded as authorized by RCW 62A.3.515 (currently \$300.00 or three times the face amount of the check, whichever is less), by award of the court only. This is in addition to any handling and collection fees.

The contractor agrees to suspend action, either temporarily or permanently, on any NSF account, upon notification of a request from the County to suspend action. Accounts suspended over three (3) months will be returned to the County.

NSF checks referred will not generally be returned to the County unless specifically requested. However, after a minimum of six (6) months, County may ask for NSF accounts to be returned. If special circumstances exist, County may ask for individual NSF accounts to be returned earlier.

The County reserves the right to off set refunds or other credits due the debtor against any NSF account assigned to the contractor, reducing the account balance. In the event an account is reduced or canceled by such credits, no collection fee will be due the contractor for the amount so reduced or canceled.

3. Contractor Fees/Costs:

For all accounts referred by the County, unless otherwise instructed by the County, the Contractor fee shall be added by the Contractor to the principal amount of the debt, collected by the Contractor from the debtor, and deducted by the Contractor prior to remitting the principal amount to the County, as presently authorized by state law.

Should there be changes in laws or County policy which prescribe/allow a different method for recovering collection Contractor fees, the Contractor shall modify its methods accordingly, upon instruction from the County.

4. Interest:

Contractor shall monitor all accounts and at least monthly, calculate interest owed to the date of recalculation. Contractor shall charge interest on accounts in compliance with governing laws and regulations specific to an agency or account class. It will be the responsibility of the County to communicate any requirements. Upon request by the County, contractor will not charge interest on any account or class of accounts specified. All interest will be added to original amount assigned, and the fee will be calculated per terms of the contract on the total amount. Contractor shall charge interest on NSF checks as defined by RCW 62A.3-515, or by other governing laws and regulations specific to an agency or account class. It will be the responsibility of the County to communicate any requirements which usurp RCW 62A.3-515.

Upon request by the County, the contractor will not charge interest on any account or class of accounts specified.

I. Remittance

The Contractor shall remit by electronic transfer collections made on all department accounts, on a weekly basis, on the first business day of the following week, to the County.

On all accounts for payments received from debtors in the form of personal or business check within the State of Washington, the Contractor may hold same for 14 working days as a guarantee of sufficient funds, prior to crediting the County (21 days for out of state checks). However, upon presentation of proof by the debtor to the collection Contractor or to the County that the check has cleared the bank, the Contractor shall be required to remit the held funds to the County immediately. The Contractor will receive direction for said transfers from the County's Collection Enforcement Office.

In the event that the Contractor receives payment from a debtor who owes money to other parties not related to the County, the Contractor shall pay the County first, unless specifically directed otherwise by the debtor.

In the specific situations where legal action is pursued (i.e., suits and garnishments), the Contractor may apply collection proceeds to recover related direct out-of-pocket costs by prorating the proceeds between principal and the Contractor's collection fee.

J. Time Payments

The County requires the Contractor to allow for time payment agreements in its collection procedures and place this statement on all collection notices. The substance of these policies must meet the County's standards and approval as far as scope and time frame.

The minimum time payment may be arranged in the amount of \$75.00 or more provided the debtor provides the Contractor with good cause, and is agreed upon by the County. Such request by debtor must be in writing. Payment plans can be arranged with a monthly minimum payment of \$75 due on an agreed upon date; the payment plans should not extend past three months. Debtors' refusal to provide information requested by the Contractor shall be put in the account memos and made available to the Contractor and County.

K. Disputed Accounts

The Contractor shall accept and process all written disputes in compliance with all Federal and State Statutes, and County policy. The County will work with the Contractor to validate the debt. A Proposer's response shall include the Contractor's description of their dispute resolution process.

The County requires that twenty-four hours after an account is entered into the Contractor's database, a validation notice will be sent to the debtor. Unless the Contractor is notified (in writing) within 30 days after receipt or mailing date of the notice that the claim is being disputed, it will assume the debt is valid and pursue active collections.

If disputed and the debtor does not respond to any communications regarding their claimed dispute for 30 days, and payment is not received within the same 30 days, the account will be reported to all three credit bureaus.

In total, the Contractor will work a disputed account for (60) sixty days prior to reporting it to all three credit bureaus.

L. System Capabilities/Reporting

The Collection Enforcement Office is the County operation responsible for centrally administering the County's Comprehensive Collection Enforcement Program. The Contractor shall direct all written communications and reports to the Collection Enforcement Office.

The Contractor shall utilize a comprehensive computerized system to manage and account for actions taken on the accounts referred by the County. The Contractor shall have the computer capability to support automated account referrals (e.g. Excel extracts), and shall also have the capability to report on the current status of these referred accounts.

The Contractor, at its own expense, shall install and provide the County with the appropriate computer equipment and direct communications link with the Contractor's computer system to allow immediate on-line inquiry on the current status of accounts referred. The Contractor, at its own expense, will also be

responsible for meeting the County's changing needs, to take advantage of future enhancements, or for technological improvements.

M. Reporting

The Contractor shall have a comprehensive computerized system to report account status, collection statistics and other information as required by the County on a daily, weekly, monthly, quarterly and annual basis and additional reports that may be required by the County. The Contractor shall maintain confidentiality of all documents and information provided to the Contractor by the County pursuant to this agreement, except as to disclosure required by State and Federal Laws and regulations. Provided below is the minimum program reporting that will be required. The Contractor shall be flexible in accommodating program changes as required by the County.

Listed below are the reports the County will require in detail and summary. Each report shall have numbered pages, and will be available in hard copy and electronic format:

1. **Cash Activity Report – Dept.:** The report tracks each County Department's weekly, MTD, QTD, YTD and Years Prior total dollars collected, commission collected, dollars retained by the County, and total direct payments.
2. **Monthly, Quarterly, Annual Referral Report – Dept.:** The report tracks for each County Department the number of accounts and dollars referred into active collection.
3. **Monthly Transaction Journal – Dept.:** The report tracks all postings on a daily basis to any King County Account. Each posting tracks dollars allocated to principal, commission, interest, legal costs or fees, NSF checks, or re-posting due to error.
4. **Monthly Suit and Garnishment Report – Dept.:** The report tracks new suits and garnishments requested during the month and all garnishments or legal files paid in full during the month.
5. **Monthly Aged Trial Balance Report –Consolidated by Client Reference Number:** The report tracks the current balance-owing, amount collected on each account during the previous month and to-date, and the age of each account since referral.
6. **Monthly, Annual & Inception-To-Date History Analysis Report – Client Reference Number:** The report is a batch track report of total number and dollars assigned and collected, paid in full, canceled and remaining open each month since program inception.
7. **Monthly Client Index Report – Dept.:** This report tracks account status at the individual account level. The report shall include the debtor's name, case number or account number, agency number, date assigned, amount assigned, amount collected, balance, amount paid and account status. The report shall also include a recap of account status by group. Detail shall include number of accounts in any one status, dollars assigned, dollars collected, balance due, dollars collected, and current account status.
8. **Monthly Exclusion Report – Dept.:** This report tracks accounts with any of these status changes during the previous month; canceled, deceased or statutes of limitations has been exhausted. The detail is to reflect the debtor's name, the court case number, the date assigned, the amount assigned, new account status.
9. **Monthly Interest Retained Report – Dept.:** This report tracks by each Agency the amount of interest deposited for the previous month.
10. **Account Acknowledgment – Dept.:** This report is due within one week of receiving accounts for placement into active collection. The detail for each batch of accounts referred shall include; the name of the referring King County Court or Dept., the name of each debtor, the case number, the total dollars referred, Dept. account number, total number of accounts referred, total dollars listed.
11. **Weekly Remittance Statements– Dept.:** This report tracks dollars transmitted to the County on a weekly basis with the following detail: the County department's name, the debtor's name, the date of

payment, the account number, gross dollars collected, the County's fee, the Contractor's fee, remaining balance, total amount of the check to the County. County remittance statements will include interest retained.

- 12. Monthly Cancellation Report – Dept.:** These reports track account status. Report shall segregate between County and Contractor cancellations. The detail shall include; the debtor's name, the date of payment, the County account/case number, Dept. identifier, gross dollars collected, dollars retained by the County, the Contractor fee and remaining balance.
- 13. Monthly Bankruptcy Report – Dept.:** This report tracks the delinquent accounts and status that are in bankruptcy. The detail shall include; the debtor's name, the date of payment, the County account/case number, Dept. identifier, gross dollars collected, dollars deposited to County, the Contractor fee and remaining balance and shall be listed by Client Number (department or court accounts).
- 14. Quarterly Legal Action Report to PAO:** This report shall list actions initiated by the Contractor to reduce any debt of more than \$5,000 to judgment. This list shall include the type of debt, the judgment debtor and the total amount of the judgment. The report shall also identify the total number of actions initiated by the Contractor to reduce any debt of less than \$5,000 to judgment.
- 15. Comprehensive Reconciliation Report – Client Number:** This report tracks for each Client Number the amounts assigned, number of accounts assigned, amounts collected, number of accounts collected, and the breakdown of fees and interest collected.

Daily reports, in a format responsive to the County's needs, shall accompany payments to the Collection Enforcement Office.

Weekly remittance reports via electronic transfer, in a format responsive to the County's needs, shall accompany the payments for all other accounts and be forwarded to the Collection Enforcement Office along with copies for each referring County department.

Reports relating to monthly, quarterly and annual statistics shall be received no more than **seven working days** after completion of the appropriate period. Reports must be system generated and are acceptable in electronic and hard copy form. Report information required shall include, but not be limited to, the following:

Debtors Name
Account or Case #
Date Paid
Amount Paid

N. Reporting to Credit Bureau – Disputed Accounts

The Contractor shall work the account for (60) sixty days prior to reporting all uncollected accounts to the major credit bureau(s). Such reporting must be in accordance with all applicable Federal and Washington State laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulation Z and the Consumer Credit Protection Act, as now in effect or hereafter amended. In addition, at the request of the County, the Contractor is required to remove notification from all affected bureaus and provide a copy of that notification to the County on any particular account.

In accordance with the Fair Credit Reporting Act, the County requires that accounts be canceled with each credit bureau upon request by the County.

- Transunion
400 - 112th Ave. N.E.
Bellevue, WA 98004
- TRW
1065 E. Hillsdale Blvd.
Foster City, CA 94404

- CBI
P.O. Box 6999
Bellevue, WA 98008

O. Bankruptcy, Garnishments, Legal Suits

The Contractor is responsible for initiating legal action to reduce to judgment any debt owed the County. After all efforts of the collection process have been exhausted, accounts with judgments may be subject to garnishment. Once garnishment begins, these accounts will not to be removed from collections. The Contractor pre-pays all legal costs for each account, a minimum of \$150 per account. If, at any time in the collection process, the County cancels the debt, the Contractor may charge the County these costs. Since these accounts are filed with the court they should not be removed from collections unless the debt is not valid.

The Contractor shall be responsible for filing claims and representing King County in any bankruptcy or necessary garnishment filing. The attorney selected to perform the legal work for King County through the collection Contractor must be approved by the King County Prosecuting Attorney and be appointed a special deputy prosecuting attorney. The special deputy status may be extended or terminated at the discretion of the King County Chief Civil Deputy Prosecuting Attorney.

On a Quarterly basis, the Contractor shall provide the King County Prosecuting Attorney a list of actions initiated to reduce any debt of more than \$5000 to judgment. The list shall include the type of debt, the judgment debtor and the total amount of the judgment.

The Contractor shall also submit to the County a list of all bankruptcy claims filed by the Contractor.

Initial Legal Action by Contractor (filing of a lawsuit for assigned non-judgment account, or filing of a first garnishment) will be under taken only after permission is obtained from King County.

P. Procedures for Initial Legal Action

1. Approval of Initial Legal Action

- a. Initial Legal Action requests shall be submitted for approval to Senior Management of the Contractor.
- b. Upon approval by Contractor management.
 - i. In the case of a lawsuit, Contractor will submit a "Referral and Certification of Debt" (County required form) to The County. If approved, The County will sign the Referral and return it with any requested documentation. If not approved, The County will notify Contractor that the requested action has not been approved and the reason therefore.
 - ii. In the case of an initial garnishment, on a referred judgment, the Contractor will notify The County and seek approval in writing. Contractor will then initiate the garnishment in the name of King County.

2. Form of Pleadings.

- a. King County's name shall be used as Plaintiff, and Contractor may be listed as "referee."

3. Process of Garnishment and legal payments.

- a. Garnishment will proceed according to normal rules and time frames.
- b. If the Garnishee Defendant remits payment directly to the Contractor, the Contractor shall apply funds and proceed according to its contract provisions as to remittance.
- c. The Contractor may first apply collection proceeds to recover related out-of-pocket legal costs. Where partial payments are involved, the Contractor may prorate the proceeds between the principal and the collection Contractor fee.
- d. Upon full payment of the judgment and garnishment costs, the Contractor shall prepare a satisfaction of judgment for the garnishment case number so that the County may close its file.

Q. Bankruptcy Procedures

1. The Contractor shall file and collect bankruptcy claims on behalf of King County for those accounts listed with them.
2. The Contractor shall notify The County of claim by request letter for billing information.
3. The Contractor shall notify The County upon receiving the letter of dismissal or discharge from the bankruptcy court.

R. Personnel

The County is committed to ensure proper handling of all accounts and dealings with its customers, and therefore, will play an active role in the collection enforcement process.

In performing the scope of services, the Contractor shall utilize properly trained staff and adequate facilities capable of properly and expeditiously pursuing all County accounts referred. The County requires that the Contractor assign a King County service manager to this contract that shall be responsible for the local collection staff and overall performance of the Contractor. Contractor shall not reassign the King County Service Manager without agreement by the County. The Contractor shall retain on file a record indicating that all Contractor collection personnel have read and understand all provisions of the Fair Debt Collection Practices Act and any other laws regulating their activities, as now in effect or hereafter amended.

S. Legal Requirements

The Contractor shall handle and process all accounts referred by the County, in strict conformity with all applicable Federal and Washington State laws, and any applicable laws the County may enact, including but not limited to:

Washington State laws enacted or hereinafter amended governing collection agencies and practices, including but not limited to, Revised Code of Washington Chapter 19.16 "Washington State Collection Contractor Act", 1986 and "Unfair Business Practices Act" and 3.02 "Use of Collection Agencies."

Federal laws enacted or hereinafter amended governing collection agencies and practices, including but not limited to, the "Fair Debt Collection Practices Act" (15 U.S.C. 1692 et seq.), and all applicable laws and regulations of the United States Postal Service and the Federal Trade Commission.

T. Volume

The accounts referred will consist of fines, fees, civil penalties, restitution, abatement costs, past due accounts, and NSF Checks. In 2005, we estimate the County referred to collection approximately 9,000 accounts amounting to \$2,300,000. King County anticipates an increase in the volume for future accounts.

The Contractor shall state any restrictions, such as minimum dollar amount per account referred, maximum age of accounts accepted, and types of accounts not accepted in their bid proposal.

U. Subcontractors

The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of King County. Said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any assignment. Any request by the Contractor must be pre-approved in writing by King County thirty (30) days prior to the date of any assignment. Any assignment or use of a subcontractor shall be required to have the same computer system as the Contractor and the County computer systems, and must have the capability to interface with the County Collection Enforcement Office to verify any outstanding account or debt.

V. Beneficiaries to Contract

This Agreement is entered into for the benefit of King County and Contractor, and no other parties are entitled to enforce its terms. No third-party beneficiaries are intended to be created hereunder, and no other party can derive any benefit or right herefrom.

SECTION III – RFP DOCUMENT SUBMISSION

A. RFP Document Response Format

The Proposer shall respond to this RFP by following the below sequential format. Responses shall be identified by category, and then numerically:

Background & History of Proposer: This section requests specific information about the Proposer's operations.

1. Provide a two to three page "Executive Summary" of your proposal.
2. Provide general information on the Proposer which would be helpful for the County to obtain a good understanding of the Proposer's background and business operations. Include length of time in business, number of employees, location of headquarters, organizational structure, other site operations, etc.
3. Provide documentation certifying the Contractor is licensed to successfully perform collection services within the State of Washington, Nationwide, and in Canada.
4. Provide documentation supporting the Contractor's current and future performance capabilities.
5. Provide documentation which demonstrates that the Contractor has technological capability and resources to perform the scope of services as delineated in this RFP, and the ability to provide services beginning no more than thirty days from the bid award date. The Contractor shall provide a detailed implementation plan.
6. Provide information on the type of computer system used to support the scope of services, including but not limited to, automated data transfers to support account referrals and reporting, and automated account status tracking, remote access, systems integration with Subcontractors and reporting. Review of this information by the County shall not be construed as acknowledgement of the adequacy of the Contractor's computer system. The Contractor shall be solely responsible for meeting the computer automation requirements as delineated in this contract.
7. Provide at least four (4) references (with contact names and addresses for County verification) of other governmental agencies or private companies for which services, similar to the complexity of services and volume of listings contemplated in this RFP, have been provided.

Collection Program: This section requests specific information on how the Proposer shall implement the requirements of Section II - Scope of Services:

1. Collection Efforts: Given the "Description of Accounts" in Section II, B, Scope of Work, provide a complete, detailed description of the collection procedures and techniques that will be used for these accounts. This shall include a specific and detailed plan of the collection services to be offered, including the specific procedures to be employed, time frame of the various activities, and account referral procedures (including the handling of manual referrals).
2. Given the "Description of Accounts" in Section II, B, Scope of Work, provide your anticipated recovery at one year and at two year intervals from the date of program inception for these accounts. Base your recoveries given the figures listed under "Volume", Section II, T, Scope of Work.
3. Given the "Description of Accounts" in Section II, B, Scope of Work, clearly state the fee for each account or categories of accounts. The stated fee shall cover any and all costs incurred by the Contractor for the performance of comprehensive collection services as contemplated in this contract, e.g., including skip trace costs. King County shall pay no fee for accounts not collected.
4. Given the "Description of Accounts" in Section II, B, Scope of Work, provide what you think are the industry standard rates of recovery for these accounts. Describe why you think your rate of recovery will be greater or lesser than the industry standard. Please provide the source document or origin of data for your submitted rates of recovery.

5. Given the “Description of Accounts” in Section II, B, Scope of Work, for each account or categories of accounts, provide the Contractor fee that will be added by the Contractor to the principal amount of the debt, collected by the Contractor from the debtor, and deducted by the Contractor prior to remitting the principal amount to the County, as presently authorized by state law.
6. Given the “Description of Accounts” in Section II, B, Scope of Work, provide information detailing your success in similar collection recoveries (i.e., recovery factors), and the associated time period that is required for such recoveries. The recovery factor shall be expressed by the following 4 criteria, state the time frame used in each statistic:
 - a. Total dollars collected to total dollars referred.
 - b. Number of accounts fully collected to total accounts referred.
 - c. Number of accounts partially collected to total accounts referred.
 - d. Percentage of dollars for referred accounts within 30, 60, 90 days and beyond by year, for each contract.
7. In response to Section II, C, “Records” in the Scope of Work, provide specific information on how the Proposer will implement and maintain records.
8. In response to Section II, D, “Performance Indicators” in the Scope of Work, provide specific information on meeting these requirements set forth by the County.
9. In response to Section II, F, “Nature of Referral” in the Scope of Work, provide specific information on the implementation, policy and procedure, and on-going process of the 30-day pre-referral notices.
10. In response to Section II, G, “Account Referral” in the Scope of Work, provide specific information on how the Proposer will implement the requirements of the County’s referral methods (as it pertains to accepting active collection accounts).
11. In response to Section II, G, “Account Referral” in the Scope of Work, provide specific information on how the Proposer will implement, decipher, and process uncollected, cancelled or withdrawn, suspended, and adjusted accounts.
12. In response to Section II, I, “Remittance” in the Scope of Work, provide specific information on how the Proposer will implement the requirements of the County’s remittance methods (as it pertains to all King County Departments).
13. In response to Section II, K, “Disputed Accounts” in the Scope of Work, provide specific information on the Proposer’s handling of these accounts, and reporting these accounts to the credit bureaus.
14. In response to Section II, L, “System Capabilities/Reporting”, describe your computer capabilities and ability to interface with present and changing King County databases.
15. In response to Section II, L, “System Capabilities/Reporting”, describe all essential systems that support the technical processes described in the RFP including:
 - Description of the information and communication technology system’s hardware.
 - Description of the safeguards utilized to protect sensitive data.
 - Description of the information technology’s software and its adaptability to King County’s Collection Program.
 - Description of the communications system proposed to be used by King County to access cases in active collections.
 - Description and credentials of the data processing personnel committed to the program.
 - Description of operational plan for recovery from a major disaster.
16. In response to Section II, M, “Reporting” in the Scope of Work, provide specific information on reporting (provide copies of standard or proposed reports/formats).

17. In response to Section II, O, "Bankruptcy, Garnishments, Legal Suits" in the Scope of Work, provide an outline of procedures in garnishment of court proceedings; obtaining civil judgments; and filing for bankruptcies for both dischargeable and non-dischargeable debts. Provide information detailing your procedures for initial legal action, and past experiences with such legal matters on accounts.
18. In response to Section II, O, "Bankruptcy, Garnishments, Legal Suits" in the Scope of Work, provide a list of all court judgments entered in the last five years against the Contractor, its parent or holding company, and or its affiliated collection agencies, and the Contractor's officers or directors. The Contractor shall also identify and include all current lawsuits and the type of lawsuit (i.e., employment, claims under the Fair Debt Collection Practices Act) pending against the Contractor, its parent or holding company, its affiliated collection agencies, and the Contractor's officer or directors. Only judgments and lawsuits that are related to the business and operations of the Contractor, its parent or holding company, its affiliated collection agencies, and officers or directors should be included.
19. In response to Section II, Q, "Bankruptcy Procedures" in the Scope of Work, provide specific information on meeting these requirements set forth by the County.
20. In response to Section II, R, "Personnel" in the Scope of Work, provide specific information on meeting the personnel needs required by the County.
21. In response to Section II, S, "Legal Requirements" in the Scope of Work, provide specific information on meeting such needs required by the County.
22. In response to Section II, U, "Subcontractors" in the Scope of Work, provide specific information on implementing and maintaining such requirements set forth by the County.
23. Describe your internal control process to maintain confidentiality.
24. Proposer shall provide their (NAICS) North American Industry Classification Number. This will allow the County to compare Proposer to other similar agencies.
25. Provide specific details on how the Proposer will implement the transfer of ownership of accounts (if chosen as the final candidate).

Financial Detail: Provide specific information on how the Proposer will implement the requirements of Contractor fees/costs. Provide the proposed sliding fee schedule for non-court accounts if desired.

Also provide a description of procedures for controlling the referral of accounts to other Correspondent Agencies including information on the methods employed by the Correspondent Agencies in the collection of accounts referred.

Standard Forms: Provide copies of Proposer's standard forms proposed to be used for review.

Other Information: Provide Proposer's most recent audited financial statements.

The County reserves the right to make an award without negotiations. For this reason, all proposers shall submit their best price initially. The County also reserves the right to award a contract to those proposers determined to be in the County's best interest, price and other factors considered.

F. Evaluation of Proposals

There will be 200 points allotted to the evaluation of written proposals. The following criteria will be used in the evaluation of the written proposals:

Experience, integrity and reputation of the Proposer and other information that has a direct bearing on the decision to award a contract.	25 points
Quality, ability, capacity and skill of the Proposer to perform the scope of services, and Responsiveness of the proposed program/methods.	45 points
Fees proposed for services to be performed and recovery factor for similar collections.	30 points

Taking into consideration all the above criteria, clarity of each submitted proposal will be taken into consideration during the evaluation process. It is important that all proposals be organized, easy to read, succinct, and in the correct sequential format.

SEDB participation (See G below) will be **worth 10 points**.

King County, at its option, may elect to conduct interviews and/or on-site visitations to all or a limited number of firms named "finalists" (based on scoring of the RFP responses). If interviews are conducted, they shall be **worth 80 points**. On-site visitations shall be **worth 40 points**. Final award would then be based on the cumulative point total of the written evaluation and subsequent interview, SEDB participation, and/or on-site visitations.

G. King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

SECTION IV- NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Professional Liability, Error & Omissions with a limit of \$1,000,000.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;

- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://metrokc.gov/procurement/forms/eb.aspx>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet

performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-

133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Six (6) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. RFP 129-06RLD
	Bid Title FMS Collection Enforcement / Collection Services
	Due Date
	Vendor
U R G E N T	